

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 11

2. CONTRACT NO.
N00104-03-A-ZE783. AWARD.EFFECTIVE DATE
01/15/2003

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISS
DATE7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/
LOCAL TIME

9. ISSUED BY

CODE

N00104

DEPARTMENT OF THE NAVY
NAVAL INVENTORY CONTROL POINT
5450 CARLISLE PIKE
MECHANICSBURG, PA 17055-0788

POC: S. JOHNSON/CODE 0272.5

PHONE: (717) 605-1548

EMAIL: SYLVIA_C_JOHNSON@ICPMECH.NAVY.MIL

10. THIS ACQUISITION IS

☐ UNRESTRICTED☐ SET ASIDE: %FOR☐ SMALL BUSINESS☐ SMALL DISADV. BUSINESS☐ 8(A)

SIC:

SIZE STANDARD:

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☐ SEE SCHEDULE☐ 13a. THIS CONTRACT IS A RATED ORDER UND
DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☐ RFP

15. DELIVER TO

CODE

SPECIFIED ON EACH ORDER

16. ADMINISTERED BY

CODE

N00104

BASIC AGREEMENT - SAME AS BLOCK 9

ORDERS - AS CITED ON EACH INDIVIDUAL ORDER

17a. CONTRACTOR/OFFEROR

CODE

1VXK4

FACILITY

NORTHROP GRUMMAN COMPUTING SYSTEMS
7501 GREENWAY CENTER DRIVE
SUITE 1000
GREENBELT, MD 20770

POC: RAY MILES, RMILES@NORTHROPGRUMMAN.COM

PHONE: 703-312-2105

18a. PAYMENT WILL BE MADE BY

CODE

SPECIFIED ON EACH ORDER

☒ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED. ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHMENT A - PRICING GSA SCHEDULE GS-35F-0279J APPLIES ORDERING OFFICES: FAX ORDERS TO 310-521-2695 REMIT TO: NORTHROP GRUMMAN COMPUTING SYSTEMS P.O. BOX 2329 MERRIFIELD, VA 22116-2329				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

N/A - SPECIFIED ON EACH ORDER

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO
☒ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.29. AWARD OF CONTRACT: REFERENCE OFFER
☐ DATED . YOUR OFFER ON SOLICITATION (BLOCK 5).
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN,
IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

/s/

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

/s/

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
BARRY J. BERNSTEIN
DIRECTOR, LICENSES & LEASING30c. DATED SIGNED
01/15/200331b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
R. L. KLINGER
CONTRACTING OFFICER31c. DATE SIGNED
01/15/2003

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE
CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

5. AMOUNT VERIFIED
CORRECT FOR☐ PARTIAL ☐ FINAL

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

**Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)**

In the spirit of the National Performance Review, the Department of Defense (DoD) and Northrop Grumman Computing Systems, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-0279J.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the DoD Chief Information Officer (CIO) Guidance and Policy Memorandum No. 12-8430-July 26, 2000 –Acquiring Commercially Available Software.

Attachments to this agreement are:

- a. Attachment A – Product and Price List
- b. Attachment B – Merant End User License Agreement (EULA)
- c. Attachment C – Merant SupportNet Services Agreement
- d. Attachment D – Report of Sales Format

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-0279J, Northrop Grumman Computing Systems, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Naval Inventory Control Point (on behalf of the Department of Defense). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the Merant License Agreements included as Attachments B and C.

2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$5M. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires three years after establishment. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a "best value".

5. Pricing Terms. Attachment A provides all applicable prices. Prices shall not escalate, and Attachment A is not subject to upward adjustment during the term of the BPA. Additional products may be added to this agreement at the same or greater discount from GSA schedule prices in accordance with the technology improvement or refreshment provisions specified in this BPA. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee is included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders.

Notice to Navy End Users: The Government anticipates the issuance of an ESI inventory order on behalf of Navy customers upon execution of this BPA. Navy requirements must be filled from this inventory pursuant to the requirements of the Defense Federal Acquisition Regulation Supplement (DFARS) 208.74. See Paragraph C.4 of this BPA. Point of contact for Navy requirements is Peggy Harpe at (619) 524-9644 or email harpep@spawar.navy.mil.

6. Price Reduction (Most Favored Customer Prices). The prices under this BPA shall be at least as low as the prices that the contractor has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

7. License. Software licenses purchased under this BPA are perpetual software licenses subject to the licensing provisions of the Merant EULA (Attachment B) and the terms of GSA Schedule SIN 132-33. Products are licensed on a single authorized user basis or concurrent user basis as detailed in the EULA. Proof of license shall be provided to the end use customer. Acceptable formats for license proofs include original software licenses, certificates of authenticity, or purchase invoices.

Upon purchase of Merant product, Merant will grant a license key code. This key code or serial number is the license number. The end user license agreement together with the license key code constitute a valid license right to use the software in perpetuity.

Upon processing of a DoD order by Northrop Grumman Computing Systems, Merant will issue a license key code to the customer's/user's email address. The user will insert the license key at www.merant.com to download the software to the user's computer. A license serial number is issued with the download. Or the license key code and serial number will be provided by mail if electronic download is not desired.

This license serial number will be kept and maintained by both Northrop Grumman Computing Systems and Merant. The license serial number will track the location and use of the software until it is terminated.

8. Software Distribution.

8.1 Media. License prices include media. One (1) copy of the media will be provided for every ten (10) licenses ordered.

8.2 Electronic Distribution. Some products are also available for delivery through electronic software distribution (ESD). Upon processing of a DoD order by Northrop Grumman Computing Systems, Merant will issue a license key code to the customer's/user's email address listed in the order. The user will go to www.merant.com and insert the license key. The software will then be downloaded to the user's computer and a license serial number is issued.

9. Maintenance. The terms of upgrade protection and support are detailed in Merant's SupportNet Services Agreement. See Attachment C of the BPA.

10. Technology Improvement. The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Pricing shall include discounts from GSA schedule at the same or greater level as the original BPA product prices.

11. Substitution and Technology Refreshment. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 6 of this BPA for most favored prices. Discounts from GSA schedule shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. ADMINISTRATION AND AUTHORIZED USERS

1. Administration. This BPA will be administered by the following organization:

Naval Inventory Control Point
5450 Carlisle Pike
Mechanicsburg, PA 17055

2. Authorized Users. The BPA is open for ordering by all Department of Defense (DoD) Components and the Coast Guard. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities and all other organizational entities within the Department of Defense. This BPA is also open to DoD Contractors authorized to order in accordance with FAR Part 51, DFARS 251 and DFARS 252.251-7000.

3. BPA Points of Contact:

3.1 Contracting Office:

Point of Contact:

Naval Inventory Control Point
Code 0272.5, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Sylvia Johnson
Phone: (717) 605-1548
Fax: (717) 605-4600
Email: sylvia_c_johnson@icpmech.navy.mil

Procuring Contracting Officer (PCO):

Naval Inventory Control Point
Code 0272
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

PCO: Rod Klinger
Phone: (717) 605-3824
Fax: (717) 605-4600
Email: rodney_L_klinger@icpmech.navy.mil

3.2 Program Management:

Software Product Manager (SPM):

DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code 2829
53560 Hull Street
San Diego, CA 92152-5001

SPM: Peggy Harpe
Phone: (619) 524-9644
Fax: (619) 524-9678
Email: harpep@spawar.navy.mil

or Alternate Point of Contact:

DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code 2829
53560 Hull Street
San Diego, CA 92152-5001

POC: Linda Greenwade
Phone: (619) 524-9616
Fax: (619) 524-9678
Email: lindag@spawar.navy.mil

3.3 Financial Management Office (FMO):

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Building V-53
P.O. Box 1376
Norfolk, VA 23501-1376

If overnight or express mail is used, the correct address is:

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Building V-53
9456 Fourth Avenue
Norfolk, VA 23511-2130

FMO: Jakki Rightmeyer
Phone: (757) 445-1493
Fax: (757) 445-2103
Email: rightmej@spawar.navy.mil

3.4 Customer Point of Contact: (To be specified on each order.)

C. ORDERING

1. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, or by logging on to Northrop Grumman's purchasing page at www.feddata.com.

3. Notice to Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services, and DFARS 208.404-70.

4. Users' Ordering Guide. The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size)
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

5. E-Commerce Site. DFARS 208.74 directs software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS regulation:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS 208.7403.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.don-imit.navy.mil/esi>.

On-line ordering can also be accomplished at <http://www.itec-direct.navy.mil>. ITEC Direct is the Navy's World Wide Web accessible shopping and order processing tool. The following requirements apply to this BPA:

- a. This BPA may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. If placed in ITEC Direct, the contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, in the standard format enabling expedient data loading and relevant to the acquisition vehicle.
- b. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.

- c. The Contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor.
- d. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.
- e. The Contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) and ITEC Direct technical requirements, environment and architecture evolve.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

6. Delivery Schedule. The Contractor will be required to deliver all products within 10 days of receipt of order. More expedient delivery terms may be proposed on individual orders, and are encouraged. Deliveries will be made to the address specified on the delivery orders issued against the BPA.

7. Delivery Notice. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

8. Suspension. There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. Invoicing. The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address specified on the delivery orders issued against the BPA. An invoice must include:

- a. Name and address of the Contractor
- b. Invoice date
- c. Contract number, contract line item number and, if applicable, the order number
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered

- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading
- f. Terms of any prompt payment discount offered
- g. Name and address of official to whom payment is to be sent
- h. Name, title, and phone number of the person to be notified in event of defective invoice

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. Fast Payment Procedure. The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (*FEB 1998*) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

3. Precedence. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

4. Fees and Payments.

4.1 GSA Industrial Funding Fee. The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions. In the event that the GSA fee is reduced, the prices under this BPA will be adjusted downward in an amount equal to the fee reduction.

4.2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4.3 Fee Distribution. The Navy, Army and Air Force are participating in a fee-sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated DON, DOA, DOAF or DOD as appropriate. Do not issue fee checks until written approval is received for the Report of Sales.

4.3.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Air Force order against an ESI agreement managed by the Navy results in a 1% portion of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance

with the instructions herein. The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for Air Force sales and 2% for all other sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States".

Checks must include the following information to ensure proper crediting of the payment:

BPA N00104-03-A-ZE78

DoD Merant Enterprise Software Agreement

ACT Fee

If using overnight or express mail, send check to:

SPAWAR Systems Center Charleston

Attn: Jakki Rightmeyer

Norfolk Office

Code 645.2, Bldg. V53

9456 Fourth Avenue

Norfolk, VA 23511-2130

If using regular mail, send check to:

SPAWAR Systems Center Charleston

Attn: Jakki Rightmeyer

Norfolk Office

Code 645.2, Bldg V53

P.O. Box 1376

Norfolk, VA 23501-1376

A copy of the ACT fee check that is submitted to SPAWAR Systems Center Charleston shall be forwarded to the SPM. Email to: harpep@spawar.navy.mil

4.3.2 ARMY SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Army sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA N00104-03-A-ZE78

SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Defense Finance & Accounting Service

Code AIF

Attn: DFAS-PE (AIF-SCP)

130 West Avenue, Suite A

Pensacola, FL 32508-5120

Mail a copy of the check and letter to:

PEO Enterprise Information Systems

Assist Proj Manager, Army Small Computer Prog

SFAE-PS-EI-SCP (Attn: Financial Support Group)

Fort Monmouth, NJ 07703-5605

4.3.3 AIR FORCE SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Air Force sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA N00104-03-A-ZE78

ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS OPLOC/PE
Building 603-2, Code FDA-SSG
130 West Avenue, Suite A
Pensacola, FL 32508-5120

FAX a copy of the check and letter to:
HQ SSG/ITS
Attn: Bob Hamrick, Bldg 884, Rm 1437
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3004
FAX: (334) 416-5796

E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be made on a monthly basis or as otherwise requested by the SPM. The monthly report is due, in electronic format, within fifteen (15) days of the monthly reporting period. In addition to the regular monthly submissions, a Quarterly Report of Sales shall also accompany the ACT Fee payment. The Quarterly Report of Sales shall be submitted to the SPM and PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period. The Reports of Sales shall contain, but are not limited to, the following data: a list of orders by Ordering Activity; CLIN's ordered; CLIN prices; value of orders; status of orders; and cumulative sales data for the month, quarter, year, and BPA to date. If the BPA contains services current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report. The report shall be submitted in the standard format shown in Attachment D. The SPM or PCO will provide written approval of the report to the contractor.

3. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

4. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

5. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in agency sponsored events and news media geared to Government/DoD IT people.

F. STANDARDS

1. YEAR 2000 Compliance. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. JTA Compliance. All products offered shall comply with the appropriate Publicly Available Standards (PAS) (i.e., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). At a minimum, all deliverables must be Level 5 Defense Information Infrastructure Common Operating Environment (DII COE) compliant as defined in the Integration and Runtime Specification (I&RTS), Appendix B: Compliance Checklists. More information on DoD standards can be found at <http://www.itsi.disa.mil>.

3. Section 508 of the Rehabilitation Act Compliance. All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. The Contractor's Section 508 compliancy information can be found at http://merant.com/About/Section_508.asp.